

JPA / ECS File No.: 05-128
AG Contract No.: KR06-0145TRN
Project: Sewer Utility
Section: SR 179 Village of Oak Creek
TRACS No.: H 3414 01C
Budget Source Item No.: 21806

INTERGOVERNMENTAL AGREEMENT

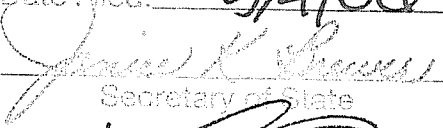

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF SEDONA

THIS AGREEMENT is entered into this date 4th 7 May, 2006, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SEDONA, acting by and through its MAYOR and CITY COUNCIL (the "CITY").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 48-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. Incident to an ongoing State roadway improvements project along SR 179, the City of Sedona requests the State, and the State has agreed to move existing City sewer lines, and construct new sewer lines, and add lighting enhancements at the Back'n' Beyond Roundabout, all at the City's expense herein after referred to as the "Project". The purpose of this Agreement is to outline each party's responsibility.
4. The parties hereto agree to and acknowledge the following conditions: a) The estimated monetary amounts referenced in this Agreement are subject to change and could change substantially before completion of the Project; b) The parties shall perform their responsibilities consistent with this Agreement; and c) Any change or modification to the Project will only occur with the mutual written consent of the parties.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 28218
Filed with the Secretary of State
Date Filed: 5/4/06

Secretary of State
By: 

II. SCOPE OF WORK

1. The State shall:

a. Advertise for bids and award one or more construction contract(s) for the Project. Administer contract(s) for the Project and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by Project delays attributable to the State

b. Upon completion, approve and accept the Project in conjunction with the City and notify the City in writing that the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.

c. At no time is the State to be considered the owner, operator, or locator for the City's utility sewer lines.

d. Upon execution of this Agreement, provide the City with an invoice, (with attached itemized list) in an amount currently estimated at \$90,678.00, that includes a fixed cost for design and construction engineering of \$31,233.00 and 20% of the bid item cost for mobilization, traffic control, and surveying. Once the Project costs have been finalized the State will either invoice or reimburse the City for the difference between the estimated and actual costs.

2. The City shall:

a. Provide comments to the State as appropriate.

b. Be responsible for contractor claims for additional compensation caused by Project delays attributable to the City.

c. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work necessitated by a change in the Project's scope of work. Such additional costs shall require prior approval of the State. All costs attributable to any engineering change orders requested by the City shall be the sole responsibility of the City.

d. Be responsible, should the City withdraw its proposed plans for whatever reason. Be responsible for all of the costs incurred by the State up to the time of withdrawal, unless the reason for the City cancellation is due to the State's failure to comply with its obligations herein.

e. Be responsible for maintenance of the upgraded lighting through a separate Agreement between the City and the State.

f. Upon execution of this Agreement and receipt of an invoice from the State, remit to the State the estimated amount of \$90,678.00 that includes a fixed cost for design and construction engineering of \$31,233.00 and 20% of the bid item cost for mobilization, traffic control, and surveying. Once the Project costs have been finalized, and upon receipt of an invoice from the State, remit an amount equal to the excess of actual costs over estimated costs.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements provided herein. This Agreement may be cancelled at any time prior to the award of a project construction contract, upon thirty (30) day written notice to the other party. Upon completion of the sewer lines the State shall not be obligated to maintain the sewer lines.

2. The State assumes no liability obligation under this Agreement in association with the Project work requested by the City provided herein. The parties to this Agreement agree that the State of Arizona shall be indemnified and held harmless by the City for the vicarious liability of the State as a result of entering into this Agreement. Each party to this contract is responsible for its own negligence.

3. This Agreement shall become effective upon filing with the Secretary of State.
4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.
6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
Phone: (602) 712-7525
Fax: (602) 712-7424

City of Sedona
Attn: Charles P. Mosley
102 Roadrunner Drive
Sedona, Arizona 86336
Phone: (928) 204-7132
Fax: (928)-282-7207

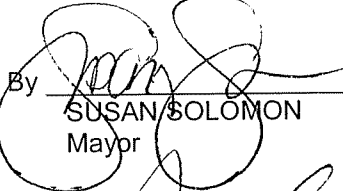
8. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State and City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State and City at the end of the period for which the funds are available. No liability shall accrue to the State and City in the event this provision is exercised as a result of termination under this paragraph.


10. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF SEDONA

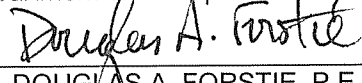
By 
SUSAN SOLOMON
Mayor

ATTEST:

By 
PAT SULLIVAN
Clerk

STATE OF ARIZONA

Department of Transportation

By 
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

ADOT JPA
City of Sedona
Summary of JPA Costs

Item	Cost			Description
	Design	Construction	Total	
Force main sewer at Back O' Beyond	\$17,512 *	\$42,350	\$59,862	Realignment of 1 1/2" and 3" force main sewer line into 18" steel sleeve crossing SR 179 at the intersection of Back O' Beyond.
Upgraded Lighting at Back O' Beyond Roundabout	\$0	\$8,625	\$8,625	Monterey light poles, fixtures and mast arms for the lighting at the intersection of Back O' Beyond and SR 179. (Design paid for by City of Sedona)
Subtotal:	\$17,512	\$50,975	\$68,487	
Maintenance of Traffic	\$0	\$3,388	\$3,388	8% of the construction cost of the force main construction.
Construction Surveying and Layout	\$0	\$847	\$847	2% of the construction cost of the force main construction.
Mobilization	\$0	\$4,235	\$4,235	10% of the construction cost of the force main construction.
Subtotal	\$17,512	\$59,445	\$76,957	
22% Construction Engineering	\$0	\$11,180	\$11,180 *	22% of the construction cost of the force main construction.
5% Engineering Administration	\$0	\$2,541	\$2,541 *	5% of the construction cost of the force main construction.
Total	\$17,512	\$73,166	\$90,678	

* Denotes a fixed cost.

Force Main at Back O' Beyond

TRACS NO: H 3414 01C

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
8080263	VALVE (3-INCH SHUT OFF VALVE)	EACH	2	1,000.00	2,000.00
8080344	PIPE (PVC) (1 1/2") (SCHEDULE 40)	L.F.T.	190	10.00	1,900.00
8080384	PIPE (PVC) (3") (SCHEDULE 40)	L.F.T.	190	15.00	2,850.00
8080285	PIPE (PVC) (6") (SCHEDULE 40)	L.F.T.	160	30.00	4,800.00
8081280	PIPE SLEEVE, STEEL (18")	L.F.T.	154	200.00	30,800.00
	Subtotal				\$42,350

ITEM NO.		ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
7310070	BASE	POLE (TYPE G) (STANDARD BASE)	EACH	5	2,000.00	10,000.00
7310506	BASE	MAST ARM (6 FT.) (TAPERED)	EACH	5	175.00	875.00
7360030	BASE	LUMINAIRE (HORIZONTAL MOUNT) (HPS 250 WATT)	EACH	5	600.00	3,000.00
		Base Subtotal				13,875.00
9240122	UPGRADE	MISCELLANEOUS WORK (MONTEREY LIGHT POLE)	EACH	5	2,100.00	10,500.00
9240127	UPGRADE	MISCELLANEOUS WORK (MONTEREY MAST ARM)	EACH	5	600.00	3,000.00
9240131	UPGRADE	MISCELLANEOUS WORK (MONTEREY LUMINAIRE)	EACH	5	1,800.00	9,000.00
		Upgraded Subtotal				\$22,500
		Difference (City of Sedona Responsibility)				8,625.00

RESOLUTION NO. 2006-15

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION (ADOT) FOR RELOCATION OF SEWER LINES AND INSTALLATION OF LIGHTING ENHANCEMENTS AT THE BACK O' BEYOND ROUNDABOUT ON SR 179

WHEREAS, the City of Sedona ("City") and the Arizona Department of Transportation ("ADOT") have reached an intergovernmental agreement concerning the relocation of the sewer lines of the City and installation of lighting enhancements at the proposed roundabout at Back O' Beyond subdivision on SR 179, designated as project JPA 05-128 (AG contract KR06-0145TRN), and

WHEREAS, the City has determined that the contract is in its best interests and would reflect its ongoing commitment to improvement of SR 179, and

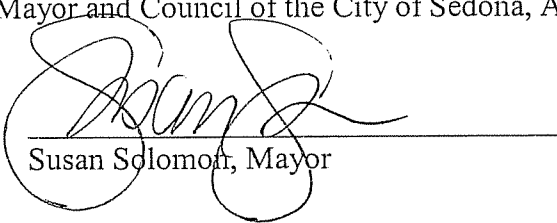
WHEREAS, the City is authorized by ARS 48-572 to perform this work and join with ADOT in its design and construction, and

WHEREAS, the City has reviewed the terms of the intergovernmental agreement and determined that it is in the proper form required by ARS 11-952,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT:

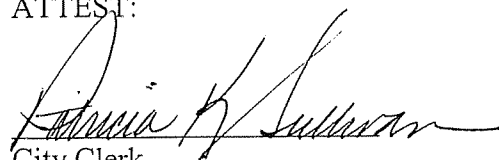
The City of Sedona, through its Mayor and Council, hereby approves the intergovernmental agreement with ADOT, designated JPA 05-128, and authorizes the Mayor to execute said agreement.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 11th day of April, 2006.



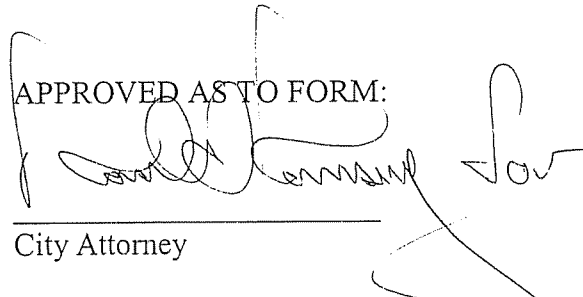
Susan Solomon, Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



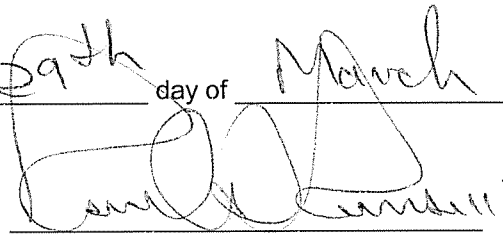
City Attorney

ATTORNEY APPROVAL FORM


FOR THE CITY OF SEDONA


I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF SEDONA, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declares this agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 29th day of March, 2006.



Attorney



<p>TERRY GODDARD Attorney General</p>	 <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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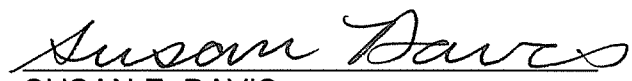
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR06-0145TRN (**JPA 05-128**), an Agreement between public agencies, i.e., The State of Arizona and City of Sedona, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: April 25, 2006

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:957721
Attachment